

## SAMSUNG GALAXY PRE-SALE BONUS GEAR VR PROMOTION

### TERMS AND CONDITIONS

1. Instructions on how to claim and the offer form part of these Terms and Conditions. Participation in this Samsung Galaxy Bonus Gear VR ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion may be used in conjunction with the Galaxy 8 Voucher Promotion offer but is not valid in conjunction with any other offer.
2. The promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127 ("**Promoter**").
3. The Promotion commences at 0:01am AEDT on 31 March and closes at 11:59pm AEDT on 27 April 2017 ("**Promotional Period**").
4. For the purpose of these Terms and Conditions:
  - a. "**Gear VR**" means a Samsung Gear VR. The total value of the Gear VR is RRP \$199.00 The Gear VR's value is correct as at 20 April 2017 and the Promoter accepts no responsibility for any variation in value.
  - b. "**Participating Purchase**" means the purchase of a Participating Product during the Promotional Period, either:
    - i. outright (in which case full payment must be made during the Promotional Period by the Eligible Claimant); or
    - ii. through the entry by an Eligible Claimant (defined below) into a mobile telephone connection plan linked to the Participating Product.
  - c. "**Participating Product**" means a new Samsung Galaxy S8 or S8+ with model numbers specified in the table below:

<b>Participating Product Name</b>	<b>Model Number</b>
Samsung Galaxy S8	SM-G950F
Samsung Galaxy S8+	SM-G955F

Samsung Galaxy S8 or S8+ that are imported outside of a Participating Retail Store or Samsung Online Store, refurbished, second-hand, demonstrator or display models, non-Australian stock or grey/parallel imports are not Participating Products.

- d. "**Participating Retail Store**" means the Samsung Online Store, Telstra, Optus, Vodafone, JB Hi Fi, Harvey Norman, Woolworths, The Good Guys, Bing Lee, Virgin Mobile, Qantas Q Store, Amaysim but excludes any online bidding or auction websites (including [www.ebay.com.au](http://www.ebay.com.au)) or any unauthorised retailers or second hand store. The Promoter may, at its absolute discretion, add or remove any retailers, including Samsung Experience Stores, from the list of participating retailers. The Promoter recommends that prior to purchasing a Participating Product, the claimant verify that the retailer is authorised to participate in this Promotion.
  - e. "**Samsung Online Store**" means the Samsung online store, accessible via <http://www.samsung.com/au/shop/>
5. To be eligible to claim the free Gear VR, claimants must during the Promotional Period:

- a. be an Australian resident with an Australian residential address or, an Australian business or company with a registered office in Australia;
- b. if the claimant is a natural person, be aged 18 years old or over, or if under the age of 18, have obtained the consent of their parent or legal guardian;
- c. make a Participating Purchase at a Participating Retail Store during the Promotional Period (ensuring that the purchased Participating Product appears on the original tax invoice retained by the claimant); or
- d. follow any other reasonable directions provided by the Participating Retail Store or the Promoter in relation to the claim process,  
(hereafter referred to as “**Eligible Claimants**”).

6. Subject to the following, Eligible Claimants are permitted to enter this Promotion more than once. There will be a maximum of one Gear VR per Participating Purchase.

7. Subject to the Eligible Claimant complying with these Terms and Conditions:

- a. the Participating Retail Store will send the Gear VR to the address nominated by the Eligible Claimant and notified to the Participating Retail Store from which the Participating Product was purchased by the Eligible Claimant; and
- b. the Participating Retail Store will endeavor to supply the Gear VR to the Eligible Claimant in accordance with clause within twenty eight (28) days of 28<sup>th</sup> of April 2017

8. Incomplete, indecipherable or ineligible claims will be deemed invalid. Eligible Claimants are responsible for ensuring their correct contact email and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Gear VR because of a failure to notify the Promoter of correct details or of a change to those details.

9. It is the responsibility of each Eligible Claimant to complete the steps outlined in clause 5, above.

10. The Promotion may be extended at the Promoter’s absolute discretion, subject to the approval of any relevant regulatory authorities.

11. The Promoter reserves the right, at any time, to verify the validity of claims or claimants (including a claimant’s identity, age, place of residence) and to disqualify any claimant who makes a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. The Promoter’s decision is final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

12. The Promoter reserves the right to reclaim the Gear VR from any Eligible Claimant if the initially purchased Participating Product is returned after the claim has been fulfilled. This clause does not limit or affect the Eligible Claimant’s rights with regards to warranties on the Participating Product, either from the manufacturer or implied by legislation.

13. The Gear VR is not transferable or exchangeable and is not redeemable for cash.

14. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to:

- a. disqualify any claimant; or
- b. modify, suspend, terminate or cancel the Promotion, as appropriate, subject to the approval of any relevant regulatory authorities.

15. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the internet service provider used by the claimant. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in this Promotion.

16. Subject to clause 17, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence) to the fullest extent permitted by law, for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any variation in the Gear VR's value to that stated in these Terms and Conditions; (d) any tax liability incurred by a claimant; or (e) the use of the Gear VR.

17. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the *Competition and Consumer Act 2010* (Cth) ("**CCA**") and the Australian Consumer Law or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election) to the extent it is able to do so: (a) in the case of supply of goods, the Promoter doing any one or more of the following: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (iv) paying the cost of having the goods repaired; or (b) in the case of supply of services, the Promoter doing either or both of the following: (i) supply the services again; and/or (ii) paying the cost of having the services supplied again.

18. The Promoter may collect personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, offer suppliers and, as required, to Australian regulatory authorities. Validity of a claim is conditional on providing this information. All claimants consent to their personal information being collected and stored for the purposes of administering the Promotion in accordance with the Promoter's privacy policy available at [www.samsung.com.au](http://www.samsung.com.au), which forms part of these Terms and Conditions. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. Claimants should direct any request to access, update, correct information or to opt out of receiving marketing material to the Promoter. All claims become the property of the Promoter.

19. The Promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127.

**Consumer promotion support is available at:**

**Phone: 1300 362 603**

**Web: <http://www.samsung.com/au/support/>**

## SAMSUNG GALAXY S8 AND S8 + OCULUS CONTENT GIFT VOUCHER PROMOTION TERMS AND CONDITIONS

Instructions on how to claim, directions or other information on the Entry Page (defined below), the offer, and the terms and conditions for the "Samsung Galaxy Bonus Gear VR Promotion" (available here: [www.samsung.com/au/galaxy-s8-offer](http://www.samsung.com/au/galaxy-s8-offer) (**Gear VR Promotion**)) form part of these terms and conditions (**Terms and Conditions**). Participation in this "Samsung Galaxy S8 and S8 + Oculus Content Gift Voucher Promotion" (**Promotion**) is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any offer except the Gear VR Promotion.

1. This Promotion is for a Gift Voucher (defined below), deliverable to each Eligible Claimant (defined below) who makes an Eligible Claim (defined below) in accordance with these Terms and Conditions. A person who purchases a Participating Product (defined below) during the Promotional Period (defined below), receives a Gear VR as part of the Gear VR Promotion and successfully follows the claim processes and other requirements set out in these Terms and Conditions is eligible to receive a Gift Voucher in accordance with these Terms and Conditions.
2. The promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127 ("**Promoter**" or "**Samsung**").
3. The Gear VR Promotion commences at 12:00am (AEDT) Friday, 31 March 2017, and ends at 11:59pm (AEST) on Thursday 27 April 2017 ("**Promotional Period**"). The Promotional Period may be extended in the Promoter's sole discretion.

### Definitions

4. For the purposes of these Terms and Conditions:
  - a) "**Gear VR**" means a Samsung Gear VR compatible with the Participating Products.
  - b) "**immediate families**" means a spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin;
  - c) "**Entertainment Bundle**" means the virtual reality entertainment pack available through the Oculus App known as 'SingSpace', 'Ocean Rift', 'Affected 1', 'Star Chart', 'Monzo', 'Deepak', 'BBC Earth – Bear Island', 'Coaster', 'Invasion 2 (ROW)', 'Esper 2 (ROW)', **RRP US\$49.90**;
  - d) "**Entry Page**" means [www.samsung.com/au/galaxy-s8-offer](http://www.samsung.com/au/galaxy-s8-offer).
  - e) "**Gaming Bundle**" means the virtual reality gaming pack available through the Oculus App known as 'SingSpace', 'Esper2', 'Dragon Front – IAP', 'Evil Robot Traffic Jam', 'Drop Dead' and 'EndSpace', **RRP US\$50.94** ;
  - f) "**Gift Voucher**" means one (1) voucher code entitling the holder to download onto their Participating Product, at no charge (save for data fees payable to third parties) the Gaming Bundle or Entertainment Bundle;
  - g) "**Oculus**" means Oculus VR, LLC, a limited liability company registered in the United States of America;
  - h) "**Oculus Account**" means an Oculus user account;
  - i) "**Oculus App**" means the app known as Oculus, developed by Oculus, which requires a Participating Product and a Gear VR;

- j) **"Participating Product"** means each of a new Australian stock Samsung Galaxy S8 (SM-G950F), RRP AU\$1199 and a Samsung Galaxy S8+ (SM-G955F), RRP AU\$1349, supplied by Samsung in Australia

(the definition of a Participating Product excludes "C grade" or "seconds" products, second-hand, refurbished or demonstration products);

**"Participating Retail Store"** means each of the **Samsung Online Store**, **Telstra** stores operated by Telstra Corporation Limited ACN 051 775 556, **Optus** stores operated by Singtel Optus Pty Limited ACN 052 833 208, **Vodafone** stores operated by Vodafone Hutchison Australia Pty Limited ACN 096 304 320, **JB Hi-Fi** stores operated by JB Hi-Fi Group Pty Ltd ACN 093 114 286 or its franchisees, **Harvey Norman** stores operated by Harvey Norman Holdings Limited ACN 003 237 545 or its franchisees, **Woolworths** stores operated by Woolworths Ltd ACN 000 014 675, **The Good Guys** stores operated by The Good Guys Discount Warehouses (Australia) Pty Ltd ACN 004 880 657 or its franchisees, **Bing Lee** stores operated by Bing Lee Electrics Pty Ltd ACN 000 733 488, **Virgin Mobile** stores operated by Virgin Mobile (Australia) Pty Limited ACN 092 726 442, **Amaysim** Australia Limited, ABN: 65 143 613 478, **Qantas Q Store** Qantas Airways Ltd ABN 16 009 661 901 and excludes any online bidding or auction websites (including [www.ebay.com.au](http://www.ebay.com.au)) or any unauthorised retailers or second hand store. The Promoter may, at its absolute discretion, add or remove any retailers, including Samsung Experience Stores, from the above list of participating retailers. The Promoter recommends that prior to purchasing a Participating Product, the claimant verify that the retailer is authorised to participate in this Promotion;

- k) **"Samsung Account"** means a Samsung user account.
- l) **"mySamsung App"** means the mobile application known as the 'mySamsung App';
- m) **"Samsung Experience Store"** means Samsung's the retail shopfront, known as the 'Samsung Experience Store';
- n) **"Samsung Online Store"** means Samsung's online store accessible at <http://www.samsung.com/au/shop/>; and

## Privacy

5. Samsung, Oculus and the Participating Retail Store collect personal information in order to conduct the Promotion and may, for these purposes, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, offer suppliers and, as required, to Australian regulatory authorities. Validity of a claim is conditional on providing this information. Samsung, Oculus and the Participating Retail Store may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of Samsung, Oculus or the Participating Retail Store and may be disclosed to other group companies and to third parties that help Samsung, Oculus and the Participating Retail Store deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Some of these parties may be located outside of Australia, including in Singapore, Korea and the Philippines. Claimants acknowledge that by giving consent to the disclosure of his/her personal information to the overseas recipients, Samsung, Oculus and the Participating Retail Store will not have an obligation to take reasonable steps to ensure that these overseas recipients do not breach Australian privacy law in relation to that information. In particular, the claimant acknowledges that in providing their consent, Samsung will not be accountable under the *Privacy Act 1988* (Cth) and the claimant will not be able to seek redress under the *Privacy Act 1988* (Cth). However, where practicable in the circumstances, Samsung will take reasonable steps to ensure that overseas recipients use and disclose such information in a manner consistent with Samsung's privacy policy. Claimants should direct any request to access, update or correct information to the Samsung's Privacy Officer at the details provided below. These Terms and Conditions are deemed to incorporate Samsung's privacy policy and by entering the Promotion, each claimant

accepts the terms and conditions of Samsung's privacy policy. For further details see [www.samsung.com/au/info/privacy.html](http://www.samsung.com/au/info/privacy.html).

### Claiming a Gift Voucher

6. To claim a Gift Voucher, a claimant must:
  - a) purchase a Participating Product from a Participating Retail Store during the Promotional Period;
  - b) satisfy and comply with all the terms and conditions for the Gear VR Promotion;
  - c) successfully claim and receive a Gear VR as part of Gear VR Promotion;
  - d) comply with all of Samsung's reasonable requests and directions;
  - e) comply with any directions or requests on the Entry Page;
  - f) download and install the mySamsung App;
  - g) create a Samsung Account in the claimant's personal capacity, complying with any terms and conditions required by the Samsung App and Samsung Account;
  - h) follow the directions on the Entry Page and in the Samsung App to generate the Gift Voucher code (the **Code**);
  - i) download and install the Oculus App by inserting the mobile device into the Gear VR and create an Oculus Account, complying with all applicable third party terms and conditions;
  - j) follow the directions and prompts on the Entry Page and in the Oculus App to enter and redeem the Code and select either the Gaming Bundle or Entertainment Bundle;
  - k) finish downloading the Gaming Bundle or the Entertainment Bundle (as applicable) by 11:59pm on Thursday, 31 August 2017 (**Expiry Date**). Samsung may extend the Expiry Date at its absolute discretion.

(each eligible claimant of a Gift Voucher, an "**Eligible Claimant**" and each eligible claim of a Gift Voucher, an "**Eligible Claim**").

7. If a claimant does not finish downloading the Gaming Bundle or the Entertainment Bundle (as applicable) by the Expiry Date, the Code will expire, the claim will not be an Eligible claim, the claimant will not be an Eligible Claimant and the claimant will not be entitled to download the content.

### Claim validity

8. The Promoter may, at any time, verify the validity of claims and claimants (including a claimant's identity, contact details, details of the claimant's Participating Product including IMEI number and compliance with the Gear VR Promotion's terms and conditions) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process, or is abusive or offensive. The Promoter's decision is final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. Claimants are responsible for ensuring their correct contact details are provided to the Promoter, Oculus or the Participating Retail Store, as applicable (whether provided through the Samsung App, the Oculus App, to the Participating Retail Store or otherwise). The Promoter is not

responsible for a claimant not receiving a Gift Voucher due to a failure by that claimant to provide correct contact and/or delivery details.

10. A claimant may make no more than one Eligible Claim for each Participating Product they purchase.

## General

11. The Promoter has the right to reclaim from any Eligible Claimant their Gift Voucher if the Purchased Participating Product is returned to the Participating Retail Store (whether for exchange or refund).
12. If a Gift Voucher is unavailable, the Promoter, in its discretion, may substitute that Gift Voucher with a gift of equal or greater value.
13. The Gift Voucher is not transferable and is not redeemable for cash.
14. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter may, in its sole discretion, to the fullest extent permitted by law: (a) disqualify any claimant; or (b) modify, suspend, terminate or cancel the Promotion, as appropriate.
15. Each Eligible Claimant is responsible for all ancillary costs and data charges in relation to this Promotion, including, without limitation:
  - a) any internet service or data charges, including, without limitation, data charges incurred in downloading the Samsung App or the Oculus App, or incurred in the course of using the Gear VR and/or the Gift Voucher; and
  - b) further costs incurred by the claimant in using the Gear VR and/or Gift Voucher, including by downloading content.
16. Any cost associated with accessing the mySamsung App or the Oculus App is each claimant's responsibility. The Promoter makes no guarantee of the availability of the mySamsung App or the Oculus App and is not responsible for interruption of service that may interfere with the ability to participate in the Promotion or to receive or use a Gift Voucher.
17. Subject to clause 18, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim, original purchase documentation or Gift that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the value of a VR Headset Gift and/or Oculus Gift to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of a VR Headset Gift and/or Oculus Gift .
18. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the *Competition and Consumer Act 2010* (Cth) ("**CCA**") or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into these Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited (at the Promoter's election), to the extent it is able to do so: (a) in the case of supply of goods, the Promoter doing any one or more of the following: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (iv) paying the cost of having the goods repaired; or (b) in

the case of supply of services, the Promoter doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.

19. These Terms and Conditions are governed by the laws of New South Wales. Each claimant submits to the non-exclusive jurisdiction of the courts of New South Wales.

**Consumer Promotion support is available at**

**Phone: 1300 362 603**

**Web: <http://www.samsung.com/au/support/>**



